

The document below is hereby signed. Dated: July 15, 2011.



A handwritten signature in cursive script, reading "S. Martin Teel, Jr.", is written over a horizontal line.

**S. Martin Teel, Jr.**  
**U.S. Bankruptcy Judge**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF COLUMBIA

In re	)	
	)	
LEONARD ALFRED CARPENTER,	)	Case No. 10-00572
	)	(Chapter 7)
Debtor.	)	
_____	)	
	)	
THOMAS COFFIN WILLCOX, <i>et</i>	)	
<i>al.</i> ,	)	
	)	
Plaintiffs,	)	
	)	Adversary Proceeding No.
v.	)	10-10048
	)	
LEONARD A. CARPENTER,	)	<b>Not for Publication in</b>
	)	<b>West's Bankruptcy Reporter</b>
Defendant.	)	

MEMORANDUM DECISION

At the trial of this matter, in response to the court's July 8, 2011, Memorandum Decision and Order Regarding Defendant's Motion to Dismiss Second Amended Complaint, the plaintiff Wyatt argued that a failure to complete a home improvement contract is punishable as a crime, and thus damages arising therefrom could be a basis for suing upon the bond that a licensed home improvement contractor is required to hold. I need not evaluate

that argument. Wyatt failed to establish that Carpenter misrepresented that he was licensed, and thus it is an academic question whether such a misrepresentation could be a proximate causation of damages arising from failure to complete the home improvement contract and the lack of a bond that a licensed contractor is required to hold. No misrepresentation having been established, Wyatt's claim under 11 U.S.C. § 523(a)(2)(A) must be dismissed.

The plaintiff Willcox had previously withdrawn his claims. A judgment follows dismissing this adversary proceeding.

[Signed and dated above.]

Copies to:

All counsel of record.